EXHIBIT A

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln Lancaster County Railroad Transportation Safety District, hereinafter referred to as "District", and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City".

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries cause by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to Neb. Rev. Stat. § 74-1301, et. seq.; and

WHEREAS, the City has contracted for professional services for the comprehensive Antelope Valley Project; and

WHEREAS, the District has the right and authority to enter into contracts or other arrangements with municipal corporations making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; and making surveys and investigations or reports in relation to the objectives of the District; and

WHEREAS, the City and the District are mutually benefitted by including the District's objectives in the Antelope Valley Project, (amended draft single package).

NOW, THEREFORE, the City and the District pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed three years from the date of execution of this Agreement.

2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Mayor of the City. This Agreement does not create any separate legal or administrative entity.

3. Purpose. The purpose of this Agreement is for the District to aid the City in funding for the final design, right-of-way acquisition and construction activities for Phase-1 of the Antelope Valley Project, including the work of the District.

4. Budget and Finance. The District allotted $1,200,000.00 for the Antelope Valley Project in its July 1, 2005 through June 30, 2006 budget. The District for the year 2005/2006 shall contribute up to the total of such allotted funds to be applied for final design, right-of-way acquisition and construction.

5. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The City shall have authority to enter into agreements for the related activities in accordance with the City's contracting requirements. The City will bill and the District will pay the City up to the amount agreed for the District's participation as authorized by this Agreement.

6. Termination. This Agreement may be terminated at any time and for any reason by either party upon written notice of not less than 60 days to the other party. Upon

termination, the District shall pay its proportionate share of expenditures incurred up through the date of termination.

7. Land and Easement Acquisition. The City will acquire or cause to be acquired through the Joint Antelope Valley Authority all necessary easements and rights-of-way for construction of the Antelope Valley Project and will use its personnel for the purpose of acquiring such easements and/or rights-of-way, and if necessary will institute condemnation proceedings using its power of eminent domain to acquire such required easements and rights-of-way.

8. Ownership. Upon completion of the Antelope Valley Project, the City will assume ownership and maintenance of all the improvements constructed.

Executed by the DISTRICT this 12th day of December, 2005.

CITY OF LINCOLN LANCASTER COUNTY
RAILROAD TRANSPORTATION SAFETY DISTRICT

Attest:

Deb Schorr
Chairperson

Roger A Figgins
Executive Director

Executed by the CITY this _____ day of _____, 2005.

Attest:

City Clerk

Coleen J. Seng, Mayor